

AZ AG Contract No KR98 2483TRN  
AZ ECS File No JPA 98-196  
NV Hwy Agreement No P020-99-002  
TRACS No: P5298 05P (TP10)  
Project: US-93 Hoover Dam Bypass Bridge  
Alternative Funding Study

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE STATE OF NEVADA

THIS AGREEMENT is entered into 3 February, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("Arizona")  
and the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION  
("Nevada").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved  
to enter into this agreement and has delegated to the undersigned the authority to execute this  
agreement on behalf of Arizona.

2. Nevada is empowered by Nevada Revised Statutes Section 277.180, 408.141, 408.200  
and 408.260 to enter into this agreement and has delegated to the undersigned the authority to execute  
this agreement on behalf of Nevada.

3. Arizona and Nevada desire to jointly participate in selecting and hiring a consultant to conduct  
a US-93 Hoover Dam Bypass Alternative Funding study, at an estimated cost of \$200,000.00,  
hereinafter referred to as the Project

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 22949  
Filed with the Secretary of State  
Date Filed: 02/03/99

Petrey Bayless  
Secretary of State

By Vicky V. Shaenwood

## II. SCOPE

### 1. Arizona will:

a. Using Arizona and Nevada approved procurement procedures, advertise for, and with the concurrence of Nevada, select and hire a professional consultant to accomplish the Project. Be the lead agency for the Project.

b. Provide Nevada timely copies of Project progress reports and submittals, and insure the incorporation of Nevada review comments. Provide Nevada a copy of the final report, and obtain Nevada's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for fifty percent (50%) of the Project costs, in an amount currently estimated at \$100,000.00, and for any consultant claims for extra compensation attributable to Arizona.

d. No more often than monthly, invoice Nevada, on an actual cost basis, with no profit or fee, in an amount currently estimated at \$100,000.00, for the Nevada share of the project.

### 2. Nevada will:

a. Using Arizona and Nevada approved procurement procedures, participate with Arizona in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to Arizona or the consultant as appropriate. Review and approve the final report prior to the final payment to the consultant.

c. Be responsible for fifty percent (50%) of the cost of the Project, in an amount currently estimated at \$100,000.00. Be responsible for any consultant claims for extra compensation attributable to Nevada. Reimburse Arizona within 30 days after receipt of invoices.

## III. MISCELLANEOUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto and shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time by either party upon thirty (30) days written notice to the other party, with each party responsible for its share that has been accomplished to date.

2. This agreement shall become effective upon filing with the Secretary of State of Arizona.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as regards conflicts of interest on behalf of Arizona state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year retention of records for audit are applicable to this contract.

5. Arizona shall provide a claims process acceptable to Nevada and Arizona, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration.

6. The parties agree that the employees assigned to perform any services under the terms of this agreement shall remain solely the employees of their respective agencies or entities and will not be entitled to any additional compensation or benefits by reason of this agreement.

7. That the illegality or invalidity of any provision or portions of this agreement shall not affect the validity of the remainder of this agreement.

8. This agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

9. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Nevada Department of Transportation  
Financial Services Division  
1263 S. Stewart Street  
Carson City, NV 89712

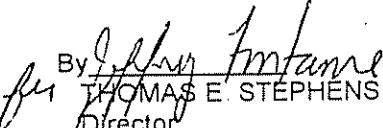
11. Each respective party agrees to indemnify and hold harmless the other party to the extent provided by law, including but not limited to, Nevada Revised Statutes, Chapter 41, and Arizona Revised Statutes, Title 12, Chapter 6, Article 12 and Chapter 7, Article 2 from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its officers, agents and employees.

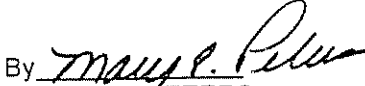
12. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of their respective state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF NEVADA  
Department of Transportation

STATE OF ARIZONA  
Department of Transportation

By   
THOMAS E. STEPHENS  
Director

By   
MARY E. PETERS  
Director

Approved as to Legality and Form

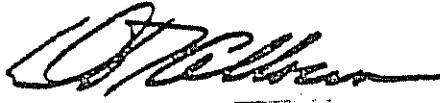
 1/8/99  
Deputy Attorney General

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RESOLUTION

BE IT RESOLVED on this 27th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the State of Nevada for the purpose of defining responsibilities for conducting a study to investigate alternative funding for constructing a Hoover Dam Bypass Bridge.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director for approval and execution.



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director



GRANT WOODS  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2483TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 27, 1999.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/18598

Enc.